



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800

FDACS CONTRACT #
007822

This AGREEMENT, made and entered into this _____ day of _____, 2003 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, and the Leon County Board of County Commissioners, the CONTRACTOR.

Florida *M3*

CONTRACT PERIOD: October 1, 2003 through September 30, 2004

When state funds are involved, it is the duty of the department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The Contractor agrees to comply with the following statutory language of Chapter 388, F.S. and Administrative Code 5E-13.

An Operational Work Plan Narrative, Mosquito Control Chemical Inventory Report DACS 13652-1 (4/03) and Detailed Work Plan Budget DACS 13623 (4/03) providing for the control of mosquito are to be filed with the department not later than July 15

Following approval of the plan and budget by the department, two notarized(certified) copies of the county's or district's certified budget on form DACS 13617, entitled Annual Certified Budget for Mosquito Control based on the approved work plan and detailed work plan budget shall be submitted to the department not later than September 15 following. A request for an extension for not more than two weeks may be submitted to the Department prior to deadline. An extension may be granted but only through prior request. A revised Annual Certified Budget for Mosquito Control must be submitted to the department not later than October 30; NO EXCEPTIONS WILL BE MADE.

Budget amendments on form DACS 13613 (4/03), entitled "Arthropod Control Budget Amendment," shall be prepared and submitted to the department prior to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by accompanying requests for approval of changes to be made in the detailed budget. Department approval of the amendment(s) must be received before such expenditures are made.

Not later than thirty(30) days after the end of each month(see attached calendar of deadlines), each district or county shall submit a monthly financial report to the department. A district or county shall submit two(2) copies of its September financial report to the department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by program director or person responsible for administration of the program and funds. Any county or district *withdrawing* from participation in state matching funds under Chapter 388, F.S., shall continue to submit financial reports as required in 5E-13.029(3) until funds received under this program are exhausted.

A district or county shall submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the department not later than thirty (30) days after the end of each month. Any county or district withdrawing from participation in state matching funds under Chapter 388, F.S., but is requesting to be considered a state approved program shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the department not later than thirty (30) days after the end of each month. If there is no activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the department not later than thirty (30) days after the end of each month stating "NO ACTIVITY".

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State funds received shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 659.24 F.S.

All purchases of supplies, materials and equipment by counties or districts shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to counties and districts here under shall be used in accordance with the detailed work plan and certified budget approved by both the department and the county or district. The plan and budget may be amended at any time upon prior approval of the department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the department.

State funds shall be payable quarterly, in accordance with the rules of the department, upon requisition by the department to the Comptroller. The department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of the county or district's fiscal year, and re-budgeted for such control measures the following fiscal year.

All equipment purchased under this chapter with state funds made available directly to the county or district shall become the property of the county or district unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by the district shall be maintained in accordance with s. 274.02.

Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions: Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within a reasonable time, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in s. 274.05.

The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the department.

All counties and districts carrying out programs for the control of mosquitoes involving the expenditure of state funds shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same.

Each county and district participating under the provisions of this chapter shall within 30 days after the end of each month submit to the department a monthly report for the preceding month of expenditures from all funds for mosquito control, and such reports of activities and accomplishments as may be required by the department.

State funds, supplies, and services shall be made available to such county or district by and through the department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the department shall make an adjustment in amounts of money payable to the district or counties in the last three(3) quarters of the current fiscal year. Districts or counties shall be notified of the amount of payable to them and if necessary shall amend amounts of state funds budgeted.

State funds shall be payable quarterly, in accordance with the rules of the department, upon requisition by the department to the Comptroller. The department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

The department, upon notifying a county or district and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod-borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Comptroller, or the Auditor General. **Two(2) notarized(certified) copies of the Notification of Section 215.97, F.S. Memo and this contract agreement for current fiscal year shall be returned to the Department not later than October 15th.**

Failure to comply with chapter 388, F.S., Administrative Code 5E-13 and this contract agreement could result in loss or termination of funds and/or state approval certification.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department of Agriculture and Consumer Services Contract shall be controlling.

All contracts entered into by the Department of Agriculture and Consumer Services or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The six digit Department of Management Services' class/ 916-330 group code commodity catalog control number is:

The Department of Agriculture and Consumer Services will pay the Contractor in arrears as follows:

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted in triplicate to Department of Agriculture and Consumer Services, in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-2020 or Purchasing Office at (850) 488-7552.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-7269 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

The Department may make partial payments to the Contractor upon partial delivery of services when a request for such partial payment is made by the Contractor and approved by the Department.

This contract may be cancelled by either party giving written notice prior to the cancellation.

The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Agency. Renewal costs may not be charged by the Contractor.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through G are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a contractor subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, F.S., applicable rules of the Executive Office of the Governor, rules of the Chief Financial Officer, and Chapter 10.600, rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state funds received from this Department resource, except that state financial assistance received by a Nonstate entity for federal financial assistance and state matching requirements shall be excluded from consideration.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency.
- F. Each state awarding agency shall:
- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
 - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.
 - (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
 - (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

- (a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
- (b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

G. The Recipient is hereby notified of and bound by the requirements of F., above.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 487-1471 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, St. Petersburg, Florida 33727, telephone number (813) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR is informed that the Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department of Agriculture and Consumer Services Contract shall be controlling.

All contracts entered into by the Department of Agriculture and Consumer Services or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is Angela Weeks-Samanie and is located at Bureau of Entomology and Pest Control, Mosquito Control Program, 1203 Governors Square Blvd, Suite 300, Magnolia Center I, Tallahassee, Florida 32303.

The Contract Manager for the Contractor is Leon County Board of County Commissioners for Leon County Mosquito Control and is located at 501-A Appleyard Drive, Tallahassee, Florida 32304.

Signed by parties to this agreement:

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

CONTRACTOR: Leon County Board of County Commissioners, FLORIDA

Mike Guban

Signature

Director of Administration

Title

May 15, 2003

Date

ATTEST:

Bob Inzer, Clerk of Circuit Court
Leon County, Florida

By: _____

Wesley

Signature

Tony Grippa

Chairman, Board of County Commissioners

Title

Date

F59-6000-708-027

Contractor's Social Security
or FEID Number

County of _____

I, _____, a Notary Public, certify the foregoing document is a true, correct, complete and unaltered copy of The Contract Agreement.

APPROVED AS TO FORM:

Leon County Attorney's Office
Leon County, Florida

Notary Public

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By: _____
Herbert W.A. Thiele

My Commission Expires: _____